

Remarks

The Office Action mailed April 10, 2003 has been carefully reviewed and the foregoing amendment has been made in consequence thereof.

Claims 1-32 are pending in this application. Claims 1-16 stand rejected. Claims 17-32 have been newly added.

A fee calculation sheet for the newly added claims along with authorization to charge a deposit account in the amount of the calculated fee are submitted herewith. Additionally, in accordance with 37 C.F.R. 1.136(a), a three-month extension of time is submitted herewith to extend the due date of the response to the Office Action dated April 10, 2003 for the above-identified patent application from July 10, 2003 through and including October 10, 2003. In accordance with 37 C.F.R. 1.17(a)(3), authorization to charge a deposit account in the amount of \$950.00 to cover this extension of time request also is submitted herewith.

The rejection of Claims 1-14 under 35 U.S.C. § 112, second paragraph, is respectfully traversed.

Applicants respectfully submit that Claims 1-14 satisfy the requirements of Section 112, second paragraph. More specifically, Applicants respectfully submit that Claims 1-14 are definite and particularly point out and distinctly claim the subject matter of the invention. The Office Action rejects Claims 1, 3, 8, 9, 10 and 14 for lack of antecedent basis, and rejects claims 5 and 12 for certain typographical errors. Claims 2, 4-7, 11, and 13 were rejected for depending on the rejected claims. Applicants have amended Claims 1, 3, 5, 8, 9, 10, 12, and 14. No new matter has been added. Accordingly, Applicants respectfully submit that Claims 1-14 are definite and particularly point out and distinctly claim the subject matter of the invention.

For at least the reasons set forth above, Applicants respectfully request that the rejection of Claims 1-14 under Section 112, second paragraph, be withdrawn.

The rejection of Claims 1, 2, and 10-16 under 35 U.S.C. § 103(a) as being unpatentable over Applicants' admitted prior art in the "Background of the Invention" (the "Background") in view of Chapman et al. (U.S. Patent No. 6,526,386) ("Chapman"), Mitcham (U.S. Patent No.

5,537,315), and Insurance Accountant, *Insurance Map Electronic Sales Battle Plan*, page 1, Vol. 7, No. 35 (September 14, 1998) ("Insurance Accountant") is respectfully traversed.

Applicants respectfully submit that none of the Background, Chapman, Mitcham, or Insurance Accountant, considered alone or in combination, describe or suggest the claimed invention. As discussed below, at least one of the differences between the cited references and the present invention is that none of the Background, Chapman, Mitcham, or Insurance Accountant, considered alone or in combination, describe or suggest a method for evaluating insurance policy data corresponding to a proposed renewal policy for binding an associated insurance carrier and renewing the policy under the authority of a field agent geographically remote from the carrier, wherein the method includes binding the associated insurance carrier to the terms and conditions of the proposed renewal policy by entering a bind indication on a bind Web page and transmitting the bind Web page from a field agent computer to the carrier.

The Background describes a traditional procedure employed by insurance companies for renewing an insurance policy. The Background clearly states that the "procedure traditionally employed by insurance companies for insurance policy renewal typically does not involve use of the Internet" (page 4, lines 20-21). Instead, a docketing reminder system is employed. At some predetermined period prior to the expiration date of a policy (usually 60-90-129 days), some type of pre-renewal letter is sent from the insurance carrier to their agency. This letter requests information including updated payrolls and other pertinent underwriting information that is needed by the insurance carrier in order to underwrite, i.e., accept or reject, and rate the renewal of the policy. The agency collects and completes this information by some set date, which usually is prior to the renewal date, and returns the information to the insurance carrier. The insurance carrier reviews the returned information, at which time it makes a decision to accept or reject coverage. If accepted, the carrier provides the agency with a quotation and/or renewal policy. If quoted prior to issuance, the agency must notify the carrier of its intent to accept, or bind, or lock in the quote. Once bound, i.e., upon acceptance of the quote, a policy is issued by the carrier. As is well known in the industry, this process may take weeks or months, depending on service levels provided by the agency and insurance carrier, and may extend well into the new policy period. (See page 4, line 20 through page 5, line 6).

Chapman describes a system and method of generating automobile insurance certificates from a remote computer terminal connected by a computer network to a central computer. The method includes automatically flagging at least one expiring policy stored on the central computer, notifying a local user of at least one expiring policy from a list of the expiring policies, and electronically ordering and printing the insurance certificates at the remote computer. Notably, Chapman does not describe or suggest binding an insurance carrier to the terms and conditions of a proposed renewal policy by entering a bind indication on a bind Web page and transmitting the bind Web page from a field agent computer to the carrier.

Mitcham describes a method and system for enabling a user to purchase an insurance policy and an insurance binder from a kiosk. The kiosk has a data entry means including a touchscreen display, a computer means, a storage means, a local printer and a communications means connected to a remote data processing system. The method includes accepting personal information from the user via the touchscreen display, quoting a price to the user for the insurance policy, verifying the personal information provided by the user and amending the price quoted to the user if the verified personal information from the remote data processing system disagrees with the personal information provided by the user, accepting payment for the insurance policy by entry of a credit card number from the user, and printing on the local printer at the kiosk an insurance binder for the user. Notably, as discussed below, Mitcham does not describe or suggest binding an insurance carrier to the terms and conditions of a proposed renewal policy by entering a bind indication on a bind Web page and transmitting the bind Web page from a field agent computer to the carrier.

Insurance Accountant describes an exchange of information between an insurance agent and policyholders using the Internet. Insurance Accountant also describes very generally the sale of certain types of insurance policies using the Internet. Notably, Insurance Accountant mentions: that "General Life still sends an assistant to the policy applicant for a checkup and blood and urine samples" (see page 2); and that "Intuit has partnered with reporting agencies to get driving records in real time in several states and plans to add more" (see page 3). Insurance Accountant does not describe or suggest binding an insurance carrier to the terms and conditions of a proposed renewal policy by entering a bind indication on a bind Web page and transmitting the bind Web page from a field agent computer to the carrier.

Claim 1 recites a method for evaluating insurance policy data corresponding to a proposed renewal policy for binding an associated insurance carrier and renewing the policy under the authority of a field agent geographically remote from the carrier, wherein the insurance policy has been identified as eligible for a renewal evaluation and the field agent has a remote computer including a data display, wherein the method includes "displaying at the field agent computer a Web page, the Web page including policy data corresponding to a renewal policy...updating at the field agent computer the policy data by inputting data corresponding to attributes of a subscriber on Web pages displayed on the field agent computer...transmitting the updated policy data from the field agent computer to the associated insurance carrier...receiving at the field agent computer a bind Web page indicating that the proposed renewal policy for the subscriber is in condition such that the associated insurance carrier can be bound to the terms and conditions of the proposed renewal policy...and binding the associated insurance carrier to the terms and conditions of the proposed renewal policy by entering a bind indication on the bind Web page and transmitting the bind Web page from the field agent computer to the carrier."

None of the Background, Chapman, Mitcham, or Insurance Accountant, considered alone or in combination, describe or suggest a method as recited in Claim 1. More specifically, none of the Background, Chapman, Mitcham, or Insurance Accountant, considered alone or in combination, describe or suggest a method that includes binding an insurance carrier to the terms and conditions of a proposed renewal policy by entering a bind indication on a bind Web page and transmitting the bind Web page from a field agent computer to the carrier.

Applicants respectfully traverse the suggestion in the Office Action at pages 3-4 that the Background describes the present invention. More specifically, although page 5, lines 7-10 of the present application describes a traditional insurance company procedure as "one in which the insurance carrier establishes some type of automatic renewal of the policy, whereby an existing policy is put up against a preset underwriting and pricing template", the present application also describes this same traditional insurance company procedure at page 5, lines 13-15 as including "any necessary adjustments to payrolls or adjustment to pricing are negotiated between the carrier and the agent, usually by endorsement to the renewal process." In other words, this traditional insurance company procedure for renewing a policy as described in the Background includes an underwriting process performed by the insurance carrier that may result in an

adjustment to payrolls and/or pricing. Thus, the insurance carrier, and not the field agent using a remote computer, makes the final decision as to whether the carrier is bound to the terms and conditions of the insurance policy. Accordingly, Applicants respectfully submit that the Background does not describe or suggest binding an insurance carrier to the terms and conditions of a proposed renewal policy by entering a bind indication on a bind Web page and transmitting the bind Web page from a field agent computer to the carrier

Moreover, Applicants respectfully submit that Chapman does not describe or suggest binding an insurance carrier to the terms and conditions of a proposed renewal policy by entering a bind indication on a bind Web page and transmitting the bind Web page from a field agent computer to the carrier. In fact, Chapman teaches away from such a recitation. For example, at col. 6, lines 30-41, Chapman provides as follows:

In step 310 (or in step 302, as discussed above), the agent electronically orders an automobile insurance certificate from a remote terminal. The automobile insurance certificate may be a renewal policy (in step 310) or a cancellation certificate (in step 302). At this point, the insurance carrier may optionally verify compliance with its underwriting standards in the case of a renewal policy. Alternatively, the insurance carrier may conduct such verification either prior to the initial identification of each expiring policy (e.g., by classifying each expiring policy prior to expiration) or subsequent to the ordering of the renewal policy in step 310. (Emphasis added.)

In other words, Chapman describes a process wherein an insurance carrier performs an underwriting process before the carrier agrees to be bound by a renewal policy. Accordingly, Chapman does not describe or suggest binding an insurance carrier to the terms and conditions of a proposed renewal policy by entering a bind indication on a bind Web page and transmitting the bind Web page from a field agent computer to the carrier

Furthermore, Applicants respectfully traverse the suggestion included in the Office Action at page 4 that Mitcham teaches “a generation of an electronic bind at a kiosk wherein the user can sign on the screen by pointing device with or without external underwriting”. Mitcham describes at col. 7, lines 43-65 a process that includes: “...a determination of whether or not the selected company permits binding...When the company permits binding, the user is immediately insured...if a determination is made that the selected company does permit binding, the process passes to block 298 which illustrates the printing of a binder...Thereafter, the process passes

again to block 296 which illustrates the ordering of underwriting reports such as driving history, claims history, and additional drivers registered at the identified address..." This process, as further shown in Figure 3G of Mitcham, then includes an underwriting process wherein the insurance carrier compares the user entered data with data received from the underwriting reports. If the data is not the same, Figure 3G shows that a cancellation notice can be sent to the user. In other words, the user does not legally bind the insurance carrier to the policy, but rather the insurance carrier legally binds itself to the policy if, after performing an underwriting process, the insurance carrier is satisfied that the user entered data matches up with the underwriting report data. If, however, the insurance carrier is not satisfied with the data, the insurance carrier can decide not to be legally bind itself to the policy.

Finally, Insurance Accountant describes an exchange of information between an insurance agent and policyholders using the Internet. Insurance Accountant does not describe or suggest binding an insurance carrier to the terms and conditions of a proposed renewal policy by entering a bind indication on a bind Web page and transmitting the bind Web page from a field agent computer to the carrier. In fact, Insurance Accountant teaches away from the present invention by describing at least one carrier that sends an assistant to the policy applicant for a checkup and blood and urine samples, and driving records that are obtained as part of the process.

Applicants therefore respectfully submit that none of the cited references, alone or in combination, describe or suggest binding an insurance carrier to the terms and conditions of a proposed renewal policy by entering a bind indication on a bind Web page and transmitting the bind Web page from a field agent computer to the carrier. Accordingly, Applicants respectfully submit that Claim 1 is patentable over the Background in view of Chapman, Mitcham, and Insurance Accountant.

For at least the reasons set forth above, Claim 1 is submitted to be patentable over the Background in view of Chapman, Mitcham, and Insurance Accountant.

Claim 2 depends from independent Claim 1. When the recitations of Claim 2 are considered in combination with the recitations of Claim 1, Applicants submit that dependent

Claim 2 likewise is patentable over the Background in view of Chapman, Mitcham, and Insurance Accountant.

Claim 10 recites a method for renewing a policy between a central data memory and a remote data memory after the policy has been identified as eligible for a renewal process, wherein the method includes “generating in the remote data memory a first Web page including data identifying one or more eligible policies to be renewed, the central data memory associated with an issuer of one or more eligible renewal policies, the remote data memory associated with a field agent located in a geographically remote location from the policy issuer...generating in the central data memory a request for policy data relating to one of the one or more eligible renewal policies...generating in the central data memory and transmitting over a network one or more second Web pages arranged to include the requested renewal policy data along with a provision for inputting update data...receiving, displaying, updating in the remote memory, and transmitting from the remote memory, the one or more second Web pages wherein said receiving, displaying, updating and transmitting is accomplished by the field agent...and binding the policy issuer to a policy associated with the renewal policy data, wherein said binding is accomplished by a decision process undertaken independently by the field agent without including external underwriting and risk assessment processes, and by transmitting to the central data memory from the remote data memory a third Web page including a binding indication data.”

None of the Background, Chapman, Mitcham, or Insurance Accountant, considered alone or in combination, describe or suggest a method as recited in Claim 10. More specifically, none of the Background, Chapman, Mitcham, or Insurance Accountant, considered alone or in combination, describe or suggest a method that includes binding a policy issuer to a policy associated with renewal policy data, wherein the binding is accomplished by a decision process undertaken independently by a field agent without including external underwriting and risk assessment processes, and by transmitting to a central data memory from a remote data memory a third Web page including a binding indication data.

Rather, in contrast to the present invention, the Background describes traditional insurance company procedures for renewing an insurance policy that include an underwriting

process performed by an insurance carrier before the insurance carrier agrees to bind itself to the renewal policy. Chapman describes a method and system for generating automobile insurance certificates from a remote computer terminal connected by a computer network to a central computer wherein an insurance carrier verifies compliance with its underwriting standards before renewing a policy (col. 6, lines 30-41). Mitcham describes in Figure 3G a process of issuing insurance from a kiosk that includes an underwriting process wherein the insurance carrier compares user entered data with data received from underwriting reports, and, after performing the underwriting process, the insurance carrier either agrees to bind itself to the policy or declines to bind itself. Finally, Insurance Accountant describes an exchange of information between an insurance agent and policyholders using the Internet.

Applicants respectfully submit that none of the Background, Chapman, Mitcham, or Insurance Accountant, considered alone or in combination, describe or suggest binding a policy issuer to a policy, wherein the binding is accomplished by a decision process undertaken independently by a field agent without including external underwriting and risk assessment processes, and by transmitting to a central data memory from a remote data memory a third Web page including a binding indication data. Rather, each of the cited references teach an underwriting process that is performed by an insurance carrier before the insurance carrier agrees to bind itself to an insurance policy. Accordingly, Applicants respectfully submit that Claim 10 is patentable over the Background in view of Chapman, Mitcham, and Insurance Accountant.

For at least the reasons set forth above, Claim 10 is submitted to be patentable over the Background in view of Chapman, Mitcham, and Insurance Accountant.

Claims 11-14 depend, directly or indirectly, from independent Claim 10. When the recitations of Claims 11-14 are considered in combination with the recitations of Claim 10, Applicants submit that dependent Claims 11-14 likewise are patentable over the Background in view of Chapman, Mitcham, and Insurance Accountant.

Claim 15 recites a policy renewal system for renewing a policy under the authority of a field agent for binding an issuer of the policy after the policy has been identified as eligible for a renewal evaluation, wherein the system includes a remote data display associated with a field

agent that is configured for displaying policy data in a form readable by the field agent, the field agent is located in a geographically remote location from the policy issuer, and wherein the remote data display is configured to "receive said policy data over the network, display said policy data, prompt the field agent to evaluate said displayed policy data, and enable the field agent to legally bind the policy issuer to a renewal of said policy associated with said evaluated policy data, the binding accomplished independently by the field agent without underwriting analysis or risk analysis by the policy issuer."

None of the Background, Chapman, Mitcham, or Insurance Accountant, considered alone or in combination, describe or suggest a system as recited in Claim 15. More specifically, none of the Background, Chapman, Mitcham, or Insurance Accountant, considered alone or in combination, describe or suggest a system for renewing a policy that includes a remote data display configured to enable a field agent to legally bind a policy issuer to a renewal of the policy associated with the evaluated policy data, wherein the binding is accomplished independently by the field agent without underwriting analysis or risk analysis by the policy issuer.

Rather, Applicants respectfully submit each of the Background, Chapman, Mitcham, and Insurance Accountant teach an underwriting process that is performed by an insurance carrier before the insurance carrier agrees to be bound by an insurance policy. Accordingly, Applicants respectfully submit that Claim 15 is patentable over the Background in view of Chapman, Mitcham, and Insurance Accountant.

For at least the reasons set forth above, Claim 15 is submitted to be patentable over the Background in view of Chapman, Mitcham, and Insurance Accountant.

Claim 16 depends from independent Claim 15. When the recitations of Claim 16 are considered in combination with the recitations of Claim 15, Applicants submit that dependent Claim 16 likewise is patentable over the Background in view of Chapman, Mitcham, and Insurance Accountant.

For at least the reasons set forth above, Applicants respectfully request that the Section 103 rejection of Claims 1, 2, and 10-16 be withdrawn.

The rejection of Claim 3 under 35 U.S.C. § 103(a) as being unpatentable over the Background in view of Chapman and Mitcham is respectfully traversed.

The Background, Chapman, and Mitcham are all described above.

Claim 3 recites a method for renewing an insurance policy under the authority of a field agent for binding an insurance carrier after the policy has been identified as eligible for a renewal process, the field agent located in a geographically remote location from the insurance carrier and the field agent having a remote computer that includes a data display, wherein the method includes "receiving at the field agent computer policy data reflecting a policy eligible for renewal...providing the field agent with predetermined questions by displaying the predetermined questions on the field agent computer, the predetermined questions selected so as to minimize financial risk to the insurance carrier of being contractually bound to policy terms unfavorable to the insurance carrier...answering the predetermined questions by inputting answers corresponding to attributes of a subscriber into the field agent computer...and binding the insurance carrier to the terms and conditions of the renewal policy reflecting the answers by entering a bind indication into the field agent computer, wherein the binding is accomplished by a decision process undertaken by the field agent without including external underwriting and rating processes."

None of the Background, Chapman, or Mitcham, considered alone or in combination, describe or suggest a method as recited in Claim 3. More specifically, none of the Background, Chapman, or Mitcham, considered alone or in combination, describe or suggest a method that includes binding an insurance carrier to the terms and conditions of a renewal policy by entering a bind indication into a field agent computer, wherein the binding is accomplished by a decision process undertaken by the field agent without including external underwriting and rating processes.

Rather, in contrast to the present invention, the Background describes traditional insurance company procedures for renewing an insurance policy that include an underwriting process performed by an insurance carrier before the insurance carrier agrees to bind itself to a policy. Chapman describes a method and system for generating automobile insurance

certificates from a remote computer terminal connected by a computer network to a central computer wherein an insurance carrier verifies compliance with its underwriting standards before renewing a policy (col. 6, lines 30-41). Mitcham describes in Figure 3G a process of issuing insurance from a kiosk that includes an underwriting process wherein the insurance carrier compares user entered data with data received from underwriting reports, and, after performing the underwriting process, the insurance carrier either agrees to bind itself to the insurance policy or declines to bind itself to the policy.

Applicants therefore respectfully submit that each of the cited references teach an underwriting process that is performed by an insurance carrier before the insurance carrier agrees to be bound by an insurance policy. Accordingly, Applicants respectfully submit that Claim 3 is patentable over the Background in view of Chapman, and Mitcham.

For at least the reasons set forth above, Claim 3 is submitted to be patentable over the Background in view of Chapman and Mitcham.

For at least the reasons set forth above, Applicants respectfully request that the Section 103 rejection of Claim 3 be withdrawn.

The rejection of Claims 4-6, 8 and 9 under 35 U.S.C. § 103(a) as being unpatentable over the Background in view of Chapman and Mitcham, and further in view of Insurance Accountant is respectfully traversed.

The Background, Chapman, Mitcham, and Insurance Accountant are all described above.

Claims 4-6, 8 and 9 depend from independent Claim 3. Claim 3 recites a method that includes "binding the insurance carrier to the terms and conditions of the renewal policy reflecting the answers by entering a bind indication into the field agent computer, wherein the binding is accomplished by a decision process undertaken by the field agent without including external underwriting and rating processes."

None of the Background, Chapman, Mitcham, or Insurance Accountant, considered alone or in combination, describe or suggest a method as recited in Claim 3. More specifically, none of the Background, Chapman, Mitcham, or Insurance Accountant, considered alone or in

combination, describe or suggest a method that includes binding an insurance carrier to the terms and conditions of a renewal policy by entering a bind indication into a field agent computer, wherein the binding is accomplished by a decision process undertaken by the field agent without including external underwriting and rating processes.

Rather, each of the Background, Chapman, Mitcham, and Insurance Accountant, teach an underwriting process that is performed by an insurance carrier before the insurance carrier agrees to be bound by an insurance policy. Accordingly, Applicants respectfully submit that Claim 3 is patentable over the Background in view of Chapman and Mitcham, and further in view of Insurance Accountant.

Claims 4-6, 8 and 9 depend, directly or indirectly, from independent Claim 3. When the recitations of Claims 4-6, 8 and 9 are considered in combination with the recitations of Claim 3, Applicants submit that dependent Claims 4-6, 8 and 9 likewise are patentable over the Background in view of Chapman and Mitcham, and further in view of Insurance Accountant.

For at least the reasons set forth above, Applicants respectfully request that the Section 103 rejection of Claims 4-6, 8 and 9 be withdrawn.

The rejection of Claim 7 under 35 U.S.C. § 103(a) as being unpatentable over the Background in view of Chapman, Mitcham, and Insurance Accountant, and further in view of Ron Lent, *Journal of Commerce, Online Sales Taking Off*, (April 28, 1998) ("Lent") is respectfully traversed.

The Background, Chapman, Mitcham, and Insurance Accountant are all described above. Lent generally describes the sale of insurance products over the Internet. Notably, Lent does not describe or suggest binding an insurance carrier to the terms and conditions of a renewal policy by entering a bind indication into a field agent computer, wherein the binding is accomplished by a decision process undertaken by the field agent without including external underwriting and rating processes.

Claim 7 depends from independent Claim 3. Claim 3 recites a method that includes "binding the insurance carrier to the terms and conditions of the renewal policy reflecting the

answers by entering a bind indication into the field agent computer, wherein the binding is accomplished by a decision process undertaken by the field agent without including external underwriting and rating processes.”

None of the Background, Chapman, Mitcham, Insurance Accountant, or Lent, considered alone or in combination, describe or suggest a method as recited in Claim 3. More specifically, none of the Background, Chapman, Mitcham, Insurance Accountant, or Lent, considered alone or in combination, describe or suggest a method that includes binding an insurance carrier to the terms and conditions of the renewal policy by entering a bind indication into a field agent computer, wherein the binding is accomplished by a decision process undertaken by the field agent without including external underwriting and rating processes.

Rather, in contrast to the present invention, each of the cited references teach an underwriting process that is performed by an insurance carrier before the insurance carrier agrees to be bound by an insurance policy. Accordingly, Applicants respectfully submit that Claim 3 is patentable over the Background in view of Chapman, Mitcham, and Insurance Accountant, and further in view of Lent.

When the recitations of Claim 7 are considered in combination with the recitations of Claim 3, Applicants submit that dependent Claim 7 likewise is patentable over the Background in view of Chapman, Mitcham, and Insurance Accountant, and further in view of Lent.

For at least the reasons set forth above, Applicants respectfully request that the Section 103 rejection of Claim 7 be withdrawn.

In addition to the arguments set forth above, Applicants further submit that the rejection of Claims 1, 2, and 10-16 under 35 U.S.C. § 103(a) as being unpatentable over the Background in view of Chapman, Mitcham, and Insurance Accountant; the rejection of Claim 3 under 35 U.S.C. § 103(a) as being unpatentable over the Background in view of Chapman and Mitcham; the rejection of Claims 4-6, 8 and 9 under 35 U.S.C. § 103(a) as being unpatentable over the Background in view of Chapman and Mitcham, and further in view of Insurance Accountant; and the rejection of Claim 7 under 35 U.S.C. § 103(a) as being unpatentable over the Background in view of Chapman, Mitcham, and Insurance Accountant, and further in view

of Lent are further traversed on the grounds that the Section 103 rejection of the presently pending claims is not a proper rejection.

Obviousness cannot be established by merely suggesting that it would have been obvious to one of ordinary skill in the art to modify the Background using the teachings of Chapman, Mitcham, Insurance Accountant, or Lent. More specifically, as is well established, obviousness cannot be established by combining the teachings of the cited art to produce the claimed invention, absent some teaching, suggestion, or incentive supporting the combination. It is impermissible to use the claimed invention as an instruction manual or "template" to piece together the teachings of the prior art so that the claimed invention is rendered obvious. Specifically, one cannot use hindsight reconstruction to pick and choose among isolated disclosures in the prior art to deprecate the claimed invention. Further, it is impermissible to pick and choose from any one reference only so much of it as will support a given position, to the exclusion of other parts necessary to the full appreciation of what such reference fairly suggests to one of ordinary skill in the art.

As the Federal Circuit has recognized, obviousness is not established merely by combining references having different individual elements of pending claims. Ex parte Levengood, 28 U.S.P.Q.2d 1300 (Bd. Pat. App. & Inter. 1993). MPEP 2143.01. Rather, there must be some suggestion, outside of Applicants' disclosure, in the prior art to combine such references, and a reasonable expectation of success must be both found in the prior art, and not based on Applicants' disclosure. In re Vaeck, 20 U.S.P.Q.2d 1436 (Fed. Cir. 1991). In the present case, neither a suggestion or motivation to combine the prior art disclosures, nor any reasonable expectation of success has been shown.

None of the Background, Chapman, Mitcham, Insurance Accountant, or Lent, considered alone or in combination, describe or suggest the claimed combination. Rather, the present Section 103 rejection is based on a combination of teachings selected from multiple references in an attempt to arrive at the claimed invention. Since there is no teaching, suggestion or motivation for the combination of the Background, Chapman, Mitcham, Insurance Accountant, or Lent, the Section 103 rejection appears to be based on a hindsight reconstruction in which isolated disclosures have been picked and chosen in an attempt to deprecate the present

invention. Of course, such a combination is impermissible, and for this reason alone, Applicants request that the Section 103 rejection of Claims 1-16 be withdrawn.

For at least the reasons set forth above, Applicants respectfully request that the rejection of Claims 1-16 be withdrawn.

Newly added Claims 17-18 depend from independent Claim 1, which is believed to be in condition for allowance and patentable for the reasons set forth above. When the recitations of Claims 17-18 are considered in combination with the recitations of independent Claim 1, Applicants submit that dependent Claims 17-18 are also patentable over the cited art.

Newly added Claims 19-20 depend from independent Claim 3, which is believed to be in condition for allowance and patentable for the reasons set forth above. When the recitations of Claims 19-20 are considered in combination with the recitations of independent Claim 3, Applicants submit that dependent Claims 19-20 are also patentable over the cited art.

Newly added Claims 21-22 depend from independent Claim 15, which is believed to be in condition for allowance and patentable for the reasons set forth above. When the recitations of Claims 21-22 are considered in combination with the recitations of independent Claim 15, Applicants submit that dependent Claims 21-22 are also patentable over the cited art.

Newly added Claim 23 recites a system for renewing an insurance policy after the policy has been identified as eligible for a renewal process that includes at least one remote computer associated with a field agent located in a geographically remote location from an insurance carrier, wherein the remote computer is configured to "enable the field agent to legally bind the insurance carrier to a renewal of the policy associated with the evaluated policy data, wherein the binding is accomplished by a decision process undertaken independently by the field agent without underwriting analysis and risk analysis by the insurance carrier." As described above, none of the cited references, alone or in combination, describe or suggest a system as recited in Claim 23. Accordingly, Applicants respectfully submit that newly added Claim 23 is patentable over the cited references.

Newly added Claims 24-32 depend from independent Claim 23, which is believed to be in condition for allowance and patentable for the reasons set forth above. When the recitations of Claims 24-32 are considered in combination with the recitations of independent Claim 23, Applicants submit that dependent Claims 24-32 are also patentable over the cited art.

In view of the foregoing amendments and remarks, all the claims now active in the application are believed to be in condition for allowance. Reconsideration and favorable action is respectfully solicited.

Respectfully Submitted,



Daniel M. Fitzgerald
Registration No. 38,880
ARMSTRONG TEASDALE LLP
One Metropolitan Square, Suite 2600
St. Louis, Missouri 63102-2740
(314) 621-5070